

THIS MORTGAGE, made this 31st day of August, 1979, by and between

THOMAS M. MANNIX and MARGARET L. MANNIX, his wife

hereinafter called "Mortgagor," and GEORGE M. LAYMAN

Rec'd for Record Sept 4 1979 AM 9:48 AM Same Day Recorded & Ex'd per Charles C. Keller, Clerk, hereinafter called "Mortgagee."

WITNESSETH: WHEREAS, Mortgagor now stands indebted unto Mortgagee in the sum of FORTY-SEVEN THOUSAND

Dollars (\$47,000.00), which sum was lent to the Mortgagor, evidenced by a note of even date herewith payable to the said Mortgagee, or order, with interest from date at the rate of ten per cent (10 %) per annum on any unpaid balance under terms and provisions set forth in said note.

The said principal and interest due and payable in monthly installments of Four Hundred Twenty-Seven Dollars and Ten Cents (\$427.10), the first payment commencing on the 30th day of September, 1979, and continuing on the 30th day of each and every month thereafter, until the 31st day of August, 1984, when the entire balance plus interest shall be fully paid; each installment, when paid, will be applied first to the payment of interest or unpaid balance and the balance thereof will be credited to principal.

Whereas, part of the consideration for making the aforesaid loan was the execution of this mortgage for the purpose of better securing the repayment of the aforesaid promissory note or any renewals thereof.

The sum secured by this mortgage is in whole or in part the purchase money for the hereinafter described mortgaged property.

AND WHEREAS, for the better securing of the payment of said single bill or note or notes that may be given hereafter in extension or renewal of the note referred to above or any part thereof, the Mortgagor does hereby execute this mortgage.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), in hand paid, the said Mortgagor does hereby grant and convey in fee simple unto Mortgagee, its or their heirs, personal representatives, successors or assigns, hereinafter collectively called "Mortgagee", all those pieces or parcels of land situate, lying and being on the North side of East Eighth Street, in Frederick City, Frederick County, Maryland, and more particularly described as follows:

FIRST PARCEL: Beginning for the same at a point at the end of a line drawn South 15° East 21 feet from the Southeast corner of the brick dwelling house on the herein described lot, said house being known and designated as No. 121 on said East Eighth Street, in Frederick City, and running thence by and parallel with East Eighth Street, North 85° West 74.50 feet, more or less, to a stake; thence North 4 3/4° East along the divisional fence between the property herein being conveyed and the property known and designated as Lot No. 117 East Eighth Street, for a distance of 131.80 feet, more or less, to a stake at the corner of a poultry house; thence North 84° West 79 feet, more or less, to a stake so as to intersect the dividing line between the property herein being conveyed and the property adjacent thereto on the West; thence by and with said boundary line, North 20 1/4° East 226 feet, more or less, to a stake, thence South 85 1/2° East 208.50 feet to a stake; thence South 23° West 370 feet, more or less, to the beginning.

SECOND PARCEL: Beginning at an iron pipe on the North side of said East Eighth Street at the Southwest corner of Parcel "C" as shown as a Plat of the property of Cora B. Biser, recorded in Plat Book No. 3, folio 8, one of the Records of Plats, in the office of the Clerk of the Circuit Court for Frederick County, being also the Southeast corner of the property now owned by Eloise K. Long and Preston E. Long, her husband, and running thence by and with the North side of said East Eighth Street, (1) South 85° 25' East 34.70 feet to an iron pipe thence (2) North 4° 35' East 110.63 feet to intersect the East line of the property of the said Eloise K. Long and Preston E. Long, her husband, thence by and with said East line, (3) South 22° 00' West 115.93 feet to the place of beginning, containing 1,919 square feet of land, more or less, and being a part of the aforementioned parcel "C" as shown on the aforesaid Plat.